

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:) Docket HWCA 01/02-3013
Triad Transport Inc.) CONSENT ORDER
1630 Diesel Avenue)
McAlester, Oklahoma 74501) Health and Safety Code
EPA ID No. OKD 981588791) Section 25187
Respondent.)

The State Department of Toxic Substances Control (Department) and Triad Transport Inc., (Respondent) enter into this Consent Order and agree as follows:

1. Respondent operates as a transporter of hazardous waste at the following site: 14039 Santa Ana Avenue, Fontana, California 92337 (Site).

2. The Department conducted a complaint investigation on January 18, 2001.

3. The Department alleges the following violations:

3.1. The Respondent violated California Code of Violations, title 22, section 66263.21 (a)(1), in that on or about October 3, 2000, Respondent failed to deliver the entire quantity of hazardous waste which Triad Transport, Inc., had accepted from Siliconix Inc., to the designated

1 treatment facility identified on the manifest as Ensco West.

2 4. A dispute exists regarding the alleged
3 violations.

4 5. The parties wish to avoid the expense of
5 litigation and to ensure prompt compliance.

6 6. Jurisdiction exists pursuant to Health and
7 Safety Code section 25187.

8 7. Respondent waives any right to a hearing in
9
10 this matter.

11 8. This Consent Order shall constitute full
12 settlement of the violations alleged above, but does not
13 limit the Department from taking appropriate enforcement
14 action concerning other violations.

15 SCHEDULE FOR COMPLIANCE

16 9. Respondent shall comply with the following:

17 10. Effective immediately Respondent shall count
18 each drum/container that is loaded onto its vehicles before
19 signing off on the Hazardous Waste Manifest. The Respondent
20 shall comply with the manifest requirements as listed under,
21 California Code of Regulations, title 22, section 66263.21.
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23 10.1. Triad Transport Inc., hereby agrees to send one
24 employee to California Compliance School Modules I - IV.
25 Attendance must be completed and Triad Transport Inc. must
26 submit a Certificate of Satisfactory Completion issued by the
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1 California Compliance School to the Department of Toxic
2 Substances Control (DTSC) within 185 days of the date of this
3 Order.
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5 10.2. Submittals: All submittals from Respondent
6 pursuant to this Consent Order shall be sent simultaneously
7 to:

8 Florence Gharibian, Branch Chief
9 Department of Toxic Substances Control
10 Statewide Compliance Division
1011 North Grandview Avenue
11 Glendale, California 91201

12 10.3. Communications: All approvals and decisions
13 of the Department made regarding such submittals and
14 notifications shall be communicated to Respondent in writing
15 by a Branch Chief, Department of Toxic Substances Control, or
16 his/her designee. No informal advice, guidance, suggestions,
17 or comments by the Department regarding reports, plans,
18 specifications, schedules, or any other writings by
19 Respondent shall be construed to relieve Respondent of its
20 obligation to obtain such formal approvals as may be
21 required.

22 10.4. ~~Department~~ Review and Approval: If the
23 Department determines that any report, plan, schedule, or
24 other document submitted for approval pursuant to this
25 Consent Order fails to comply with the Order or fails to
26 protect public health or safety or the environment, the
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1 Department may return the document to Respondent with
2 recommended changes and a date by which Respondent must
3 submit to the Department a revised document incorporating the
4 recommended changes.
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6 10.5. Compliance with Applicable Laws: Respondent
7 shall carry out this Order in compliance with all local,
8 State, and federal requirements, including but not limited to
9 requirements to obtain permits and to assure worker safety.

10 10.6. Endangerment during Implementation: In the
11 event that the Department determines that any circumstances
12 or activity (whether or not pursued in compliance with this
13 Consent Order) are creating an imminent or substantial
14 endangerment to the health or welfare of people on the site
15 or in the surrounding area or to the environment, the
16 Department may order Respondent to stop further
17 implementation for such period of time as needed to abate the
18 endangerment. Any deadline in this Consent Order directly
19 affected by a Stop Work Order under this section shall be
20 extended for the term of such Stop Work Order.
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22 10.7. Liability: Nothing in this Consent Order
23 shall constitute or be construed as a satisfaction or release
24 from liability for any conditions or claims arising as a
25 result of past, current, or future operations of Respondent,
26 except as provided in this Consent Order. Notwithstanding
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1 compliance with the terms of this Consent Order, Respondent
2 may be required to take further actions as are necessary to
3 protect public health or welfare or the environment.
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5 10.8. Site Access: Access to the Site shall be
6 provided at all reasonable times to employees, contractors,
7 and consultants of the Department, and any agency having
8 jurisdiction. Nothing in this Consent Order is intended to
9 limit in any way the right of entry or inspection that any
10 agency may otherwise have by operation of any law. The
11 Department and its authorized representatives may enter and
12 move freely about all property at the Site at all reasonable
13 times for purposes including but not limited to: inspecting
14 records, operating logs, and contracts relating to the Site;
15 reviewing the progress of Respondent in carrying out the
16 terms of this Consent Order; and conducting such tests as the
17 Department may deem necessary. Respondent shall permit such
18 persons to inspect and copy all records, documents, and other
19 writings, including all sampling and monitoring data, in any
20 way pertaining to work undertaken pursuant to this Consent
21 Order.
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23 10.9. Sampling, Data, and Document Availability:
24 Respondent shall permit the Department and its authorized
25 representatives to inspect and copy all sampling, testing,
26 monitoring, and other data generated by Respondent or on
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1 Respondent's behalf in any way pertaining to work undertaken
2 pursuant to this Consent Order. Respondent shall allow the
3 Department and its authorized representatives to take
4 duplicates of any samples collected by Respondent pursuant to
5 this Consent Order. Respondent shall maintain a central
6 depository of the data, reports, and other documents prepared
7 pursuant to this Consent Order. All such data, reports, and
8 other documents shall be preserved by Respondent for a
9 minimum of six years after the conclusion of all activities
10 under this Consent Order. If the Department requests that
11 some or all of these documents be preserved for a longer
12 period of time, Respondent shall either comply with that
13 request, deliver the documents to the Department, or permit
14 the Department to copy the documents prior to destruction.
15 Respondent shall notify the Department in writing at least
16 six months prior to destroying any documents prepared
17 pursuant to this Consent Order.
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20 10.13. Government Liabilities: The State of
21 California shall not be liable for injuries or damages to
22 persons or property resulting from acts or omissions by
23 Respondent or related parties specified in paragraph 12.3, in
24 carrying out activities pursuant to this Consent Order, nor
25 shall the State of California be held as a party to any
26 contract entered into by Respondent or its agents in carrying
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1 out activities pursuant to this Consent Order.

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3 10.11. Incorporation of Plans and Reports: All
4 plans, schedules, and reports that require Department
5 approval and are submitted by Respondent pursuant to this
6 Consent Order are incorporated in this Consent Order upon
7 approval by the Department.

8 10.12. Extension Requests: If Respondent is
9 unable to perform any activity or submit any document within
10 the time required under this Consent Order, the Respondent
11 may, prior to expiration of the time, request an extension of
12 time in writing. The extension request shall include a
13 justification for the delay.

14 10.13. Extension Approvals: If the Department
15 determines that good cause exists for an extension, it will
16 grant the request and specify in writing a new compliance
17 schedule.
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19 PAYMENTS

20 11. Respondent shall pay the Department a total
21 sum of \$6,000.00 in penalties to be paid in two (2) equal
22 installments of \$3,000.00. Penalty installments are due and
23 payable on June 1, 2002 and July 1, 2002, respectively. Any
24 installment payment received by the Department after the 15th
25 day of the month in which it is due is subject to a penalty
26 in the amount of \$250.00, which shall be paid by Respondent
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no later than the due date of the next installment payment.

If the Respondent fails to make a full installment payment within thirty (30) days of its due date, the Department may declare the entire balance of the outstanding penalties immediately due and owing. Respondent's check shall be made payable to: Department of Toxic Substances Control and shall be delivered together with the attached

Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

A photocopy of the check shall be sent to:

Florence Gharibian, Branch Chief
Department of Toxic Substances Control
Statewide Compliance Division
1011 North Grandview Avenue
Glendale, California 91201

If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code, Section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

12.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the

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extent provided in this Consent Order.

12.2. Penalties for Nonsompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

12.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon the Department and any successor agency that may have responsibility for and jurisdiction over the subject matter of this Consent Order.

12.4. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

12.5. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

Dated: 11/9 2002

Signature of Respondent's Representative

Dated: May 9, 2002

Dick Dune
Vice President Operations

Typed or Printed Name and
Title of Respondent's
Representative

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Dated: 5/30/02

Florence Gharibian, Branch Chief
Department of Toxic Substances
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